



**Request for Qualifications
For
Artists/Artist Teams to Provide
Public Artwork**



**RESPONSE PACKAGE DUE DATE:
Thursday, October 14, 2010 by 4:00 p.m.
County of Orange/John Wayne Airport
Eddie Martin Administration Building
3160 Airway Avenue, Costa Mesa, CA 92626**

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I. INTRODUCTION AND INSTRUCTIONS TO OFFERORS



SECTION I: INTRODUCTION AND INSTRUCTIONS TO OFFERORS**A. SUMMARY OF PROJECT**

John Wayne Airport-Orange County (JWA) invites artists/artist teams to submit qualifications for a design/fabrication opportunity for incorporation into the construction of the new Terminal C of JWA's Thomas F. Riley Terminal. As a portion of the construction of Terminal C, a single original piece of site-specific ceiling suspended artwork is being sought for purchase. The selected artwork will be located in the atrium above the Terminal C Baggage Carousels.

This Request for Qualifications (RFQ) is to establish a pool of artists from which selected artists will receive a Request for Proposal (RFP). Not all artists/artist teams submitting a Response package to this RFQ will receive an RFP. No RFPs will be issued to any artists/artist teams not responding to this RFQ. The intent of the project commissioned from this RFQ is to provide JWA with a-public artwork to provide a positive and memorable travel experience for JWA passengers and visitors.

The allocated project budget is \$50,000.00. Installation of the artwork will be provided by JWA and is not included in this budget.

The term public art refers to a work of art in any media that has been planned and executed with the specific intention of being sited or staged in the physical public domain, usually accessible to all.

B. CALENDAR OF EVENTS

08/20/10	RELEASE DATE
10/07/10	WRITTEN QUESTIONS DUE BY 4:00 P.M.
10/14/10	RESPONSE PACKAGES DUE BY 4:00 P.M.
11/16/10	EVALUATION OF RESPONSE PACKAGES
11/24/10	OFFERORS NOTIFIED OF EVALUATION RESULTS
12/01/10	RFP ISSUED TO SELECTED OFFERORS
01/04/11	ON-SITE PRE-RFP SUBMITTAL CONFERENCE (OPTIONAL)
02/10/11	RFP RESPONSE PACKAGES DUE
02/11/11 – 02/18/11	EVALUATION OF RFP SUBMITTALS
02/24/11	SELECTED FINALISTS NOTIFIED
04/07/11	MAQUETTE'S AND DESIGN PACKAGES DUE
04/14/11	SELECTED ARTIST OR ARTIST TEAM NOTIFIED OF SELECTION
05/16/11	CONTRACT EXECUTED
10/14/11	ARTWORK DELIVERED TO JWA
10/31/11	ARTWORK INSTALLATION COMPLETED

C. AIRPORT AND ARTS PROGRAM BACKGROUND

The JWA Arts Program was established by the Orange County Board of Supervisors on January 16, 1990 in conjunction with the September 1990 opening of the then newly-constructed Thomas F. Riley Terminal. The Arts Program’s mission is to portray the Airport as a place of positive and memorable experiences and varied cultural interests by providing a full range of aesthetically pleasing, thought-provoking art and artifacts for public education and enjoyment. The JWA Arts Program currently consists of two rotating exhibition programs, The Vi Smith Concourse Gallery and the Community Focus Program plus an annual aviation themed student art contest.

D. SCOPE OF WORK

The goal of this project is to purchase an original site-specific ceiling-suspended artwork for location in the atrium above the baggage claim area in Terminal C of the Thomas F. Riley Terminal of JWA. The selected artwork shall be durable, non-flammable, easily cleaned, low-maintenance and suitable in form, material and content for a mixed-ages audience that will include young children. The artist or artist team ultimately selected for work through this RFQ process shall be compensated for design/fabrication services to provide a finished artwork. Depending upon the nature of the design, the artist or artist team may be requested to be involved in the installation of the selected artwork. Architectural and engineering review shall be provided by JWA. Installation shall be provided by JWA. All artwork placed in JWA Terminal C will be considered temporary and subject to removal, or re-siting at the sole discretion of JWA. Artists/artist teams are encouraged to incorporate and/or address aspects of air travel, local aviation history, celestial observation, global travel, Orange County history and/or other concepts appropriate and related to travel and aviation. Artwork must be completed and delivered by October 14, 2011 to facilitate installation prior to the scheduled opening of Terminal C in November 2011.

E. ARTIST/ARTIST TEAM ELIGIBILITY

Professional artists over the age of 18 and working in any medium are eligible to submit their qualifications. Artists/artist teams are encouraged. The contribution of each team member to the successful realization of the project should be readily discerned from the submission materials. Artists working in a variety of media, including but not limited to painting, glass, stone, wood, photography, fiberglass or ceramic tile will be considered JWA respects and promotes cultural diversity and encourages artists/artist teams of varying backgrounds and experiences to submit their qualifications.

F. SELECTION CRITERIA

Qualifications submitted under this RFQ will be evaluated on the following criteria, and weighted as follows:

1.	A demonstrated record of creative and innovative approaches to aesthetic challenges in public art	50%
2.	A sense of design, superior craftsmanship and a profound understanding of materials	25%
3.	A demonstrated ability to successfully work within a construction project team context, respecting the duties and professionalism of each team member (will be determined by references of past projects)	15%
4.	Ability to address the themes of importance to the specified audience and communicate these themes in an appropriate visual form	10%

G. SELECTION PROCESS

An adjudication panel will review the qualification packages submitted under this RFQ and select artists/artist teams to receive RFPs. A second adjudication panel will review the submitted RFP Response packages and select no more than three (3) artists/artist teams as finalists. Each finalist shall receive a contract for \$2,000.00 to produce a concept maquette along with detailed and complete design and concept information, according to the instructions in the RFP. A third adjudication panel will review the final design packages submitted and recommend the successful artist/artist team for contracting by JWA. The panels will include representatives from JWA staff and the JWA Arts Commission, which is comprised of visual arts professionals from the community. Subject to successful contract negotiation, the contract will be awarded to the selected finalist on or about May 16, 2011.

H. INSTRUCTIONS TO OFFERORS AND PROCEDURES FOR SUBMITTAL

Offerors shall read the following "Offeror's Instructions" and "Offeror's Response Package Requirements" carefully and check RFQ package immediately upon receipt to ensure that you have in your possession all the necessary documents. Information presented in this RFQ is provided solely for the convenience of Offerors and other interested parties. It is the responsibility of the Offerors and interested parties to assure themselves that the information contained in this package is accurate and complete. County or its advisors provide no assurances pertaining to the accuracy of the data in the RFQ.

1. **Response Package Delivery:** Clearly identified Response packages, regardless of manner of delivery, must be placed in sealed envelopes and received by JWA Reception, at the address specified below, on or prior to 4:00 p.m. on the date as specified on Cover Page. Sealed envelopes must be marked clearly with the RFQ number, date and time of the RFQ closing. It is Offeror's responsibility to verify that the closing date on the RFQ envelope matches the closing date of the RFQ. Only one RFQ submittal will be accepted per envelope. ~~RFQ~~ Response packages may be submitted via mail or hand delivered to:

**RFQ No. 280-A04023-JP
Purchase of Public Artwork**

**Attn: Tammy Killingsworth, JWA, Purchasing
3160 Airway Ave., Costa Mesa, CA 92626**

- i. **JWA/PURCHASING REGULAR BUSINESS HOURS:** Monday through Friday
8:00 a.m. to 5:00 p.m.

JWA/Purchasing will be closed on the following County holidays for 2010:

2010

January 1 – New Year's Day
January 18 – Martin Luther King Day
February 12 – Lincoln's Birthday
February 15 – Presidents Day
May 31 – Memorial Day
July 5 – Day after 4th of July
September 6 – Labor Day
October 11 – Columbus Day
November 11 – Veterans Day
November 25 – Thanksgiving
November 26 – Day after Thanksgiving
December 24 – Day before Christmas
December 31 – New Year's Eve

- ii. *All Response packages, regardless of the manner of delivery, are due no later than the due date and time specified within this solicitation. Late Response packages will not be accepted regardless of reason. It is the responsibility of the Offeror to ensure that delivery is made to the JWA Receptionist at the specified address by the due date and time specified. Delivery receipts are available upon request.*
 - a. Mailed Response packages must be received, date and time-stamped on the outside of sealed package, by the JWA Receptionist prior to 4:00 p.m. on the due date.
 - b. Hand-Delivered Response packages must be given to JWA Receptionist; **DO NOT LEAVE RESPONSE PACKAGES AT ANY OTHER DEPARTMENT LOCATED AT JWA.** The entrance to the JWA Administration Building is located at the front of the building (alongside Airway Ave.); see Response Package Submittal Location Map on page 11. All hand delivered Response packages must be time and date stamped, on the outside of sealed package, by JWA receptionist on or prior to 4:00 p.m. on the due date. Receipts are available upon request.
 - c. **Facsimile/faxed or e-mailed Response packages are not allowed.**
2. **Questions:** County has attempted to provide all information available. It is the responsibility of each Offeror to review, evaluate, and, where necessary, request any clarification prior to submission of a Response package. If any person contemplating submitting a Response package is in doubt as to the true meaning of any part of this RFQ or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification to the assigned Deputy Purchasing Agent (DPA) via www.BidSync.com (Bid #280-A04023-JP). For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339, Option 1.

Offerors shall post their questions and the assigned DPA will answer all questions posted by the question period deadline shown on the Calendar of Events listed on page 4.

All questions or requests for interpretation must be received by the date and time specified on the Calendar of Events on listed Page 4.

The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this RFQ is considered necessary by the County, an addendum shall be issued. Any interpretation of, or correction to this RFQ, will be made only by an addendum issued by either the assigned DPA or BidSync. It is the Offeror's responsibility to ensure that they have received and reviewed any and all addendums to this RFQ. County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

All addenda will be posted on BidSync and it is the Offeror's responsibility to ensure all addenda is submitted with their Response package.

3. **Important Notice:** To receive or respond to County solicitations vendors are required to register with www.BidSync.com. During registration, vendors will select from a list of commodities based on the goods and services they provide. After registering, vendors will begin to receive e-mail notifications about County bid opportunities for goods and services their company provides. There is no cost to register.
4. **Response packages are not to be marked as confidential or proprietary. County may refuse to consider any Response package so marked. Response packages submitted in Response package to this RFQ may become subject to public disclosure.** County shall not be liable in any way for disclosure of any such records. Additionally, all Response packages shall become the property of the County.

5. By submitting a Response package, Offeror represents that it has thoroughly examined County's requirements and is familiar with the services required under this RFQ and that it is qualified and capable of providing the services to achieve County's objectives.
6. Each Offeror must submit its Response package in strict accordance with all requirements of this RFQ and compliance must be stated in the Response package. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration.
7. Any Response package may be rejected if it is conditional, incomplete, or deviates from specifications in this RFQ. County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects, or other improprieties which County deems reasonably correctable or otherwise not warranting rejection of the Response package. Any waiver will not excuse a proponent from full compliance.
8. County reserves the right to: a) withdraw this RFQ in whole or in part at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Offeror responding to this RFQ; b) award its total requirements to one Offeror or to apportion those requirements among two or more Offerors; or c) reject any Response package if it is conditional, incomplete or deviates significantly from the services requested in this RFQ.
9. Where a team desires to submit a Response package, they must designate a lead member responsible for all communications with the County.
10. County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.
11. **INSTRUCTIONS – PROTEST PROCEDURES**

In the event an Offeror believes that County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or Offeror believes that any resulting Contract would be commercially impractical to perform, Offeror must file a written protest with assigned DPA.

i. **Procedure:**

All protests shall be typed under protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- a. Name, address and telephone number of the protester;
- b. Signature of the protester or the protester's representative;
- c. Solicitation or Contract number;
- d. A detailed statement of the legal and/or factual grounds for the protest; and
- e. The form of relief requested.

ii. **Protest of Solicitation Specifications:**

All protests related to the solicitation specifications must be submitted to assigned DPA no later than five (5) business days prior to the close of the solicitation. Protests received after the five (5) business day deadline will not be considered by County.

In the event the protest of specifications is denied and protester wishes to continue in the solicitation process, they must still submit a Response package to the solicitation prior to the close of the solicitation in accordance with the solicitation submittal procedures provided in the solicitation.

iii. **Protest of Award of Contract:**

In protests related to the award of a Contract, the protest must be submitted no later than five business days after the notice of the proposed Contract award is provided by assigned DPA. Protests relating to a proposed Contract award which are received after the five business day deadline will not be considered by the County.

a. Protest Process

1. In the event of a timely protest, County shall not proceed with the solicitation or award of the Contract until assigned DPA, County Purchasing Agent or Procurement Appeals Board renders a decision on the protest.
2. Upon receipt of a timely protest, assigned DPA will within 10 business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
3. County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the Contract is necessary to protect the substantial interests of the County. Award of a Contract shall in no way compromise protester's right to the protest procedures outlined herein.
4. If protester disagrees with the decision of assigned DPA, protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

b. Appeal Process

1. If protester wishes to appeal the decision of assigned DPA, protester must submit, within three (3) business days from receipt of assigned DPA's decision, a written appeal to the Office of the County Purchasing Agent.
2. Within 15 business days, County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
3. Decision of County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

I. COUNTY OF ORANGE CHILD SUPPORT REQUIREMENTS (TO BE SIGNED BY THE AWARDED ARTIST/ARTIST TEAM AT LATER DATE)

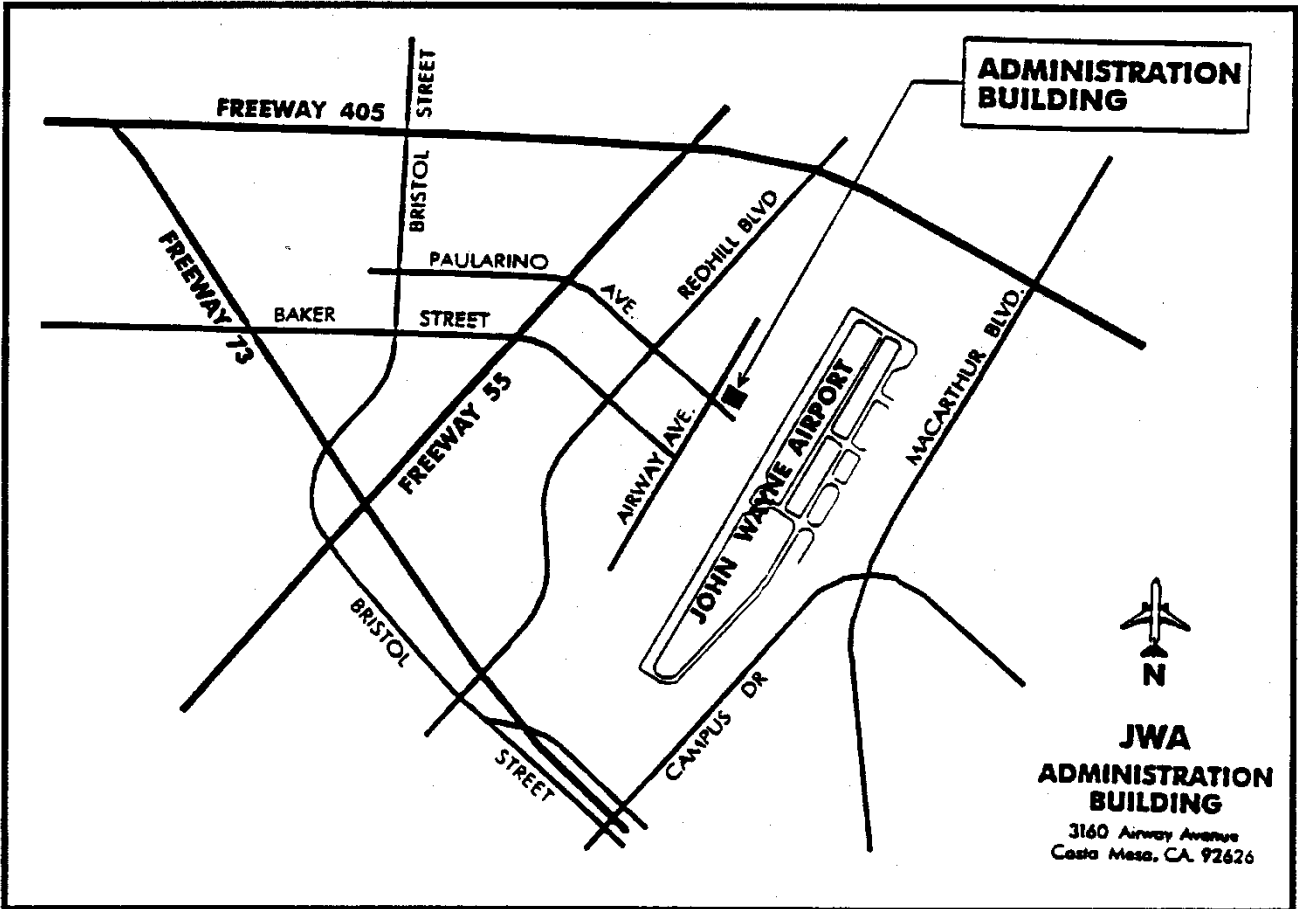
In order to comply with the child support enforcement requirements of the County, within 10 days of notification of selection of award of Contract but prior to official award of Contract, the selected Offeror agrees to furnish to the County Purchasing agent or the assigned agency/department DPA:

1. In the case of an individual Offeror, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a Offeror doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10% or more in the contracting entity;
3. A certification that Offeror has fully complied with all applicable federal and state reporting requirements regarding its employees; and
4. A certification that Offeror has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Offeror to timely submit the data and/or certifications required may result in the Contract being awarded to another offeror. In the event a Contract has been issued, failure of the Offeror to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract. *(Upon County request, Offeror shall utilize the forms provided in Exhibit III of this solicitation to satisfy this requirement)*

J. RESPONSE PACKAGE SUBMITTAL LOCATION MAP

John Wayne Airport
Eddie Martin Administration Building
Airport Commission Hearing Room



3160 Airway Avenue, Costa Mesa, CA 92626

DIRECTIONS:

From the southbound 405 Freeway

Take the Bristol Street Exit
Turn left on Paularino Avenue
After Paularino crosses Airway Avenue (4-way stop)
Turn left into the parking lot behind the building

From the northbound 405 Freeway

Transition to the 55 Freeway south
Turn left on Paularino Avenue
After Paularino crosses Airway Avenue (4-way stop)
Turn left into the parking lot behind the building

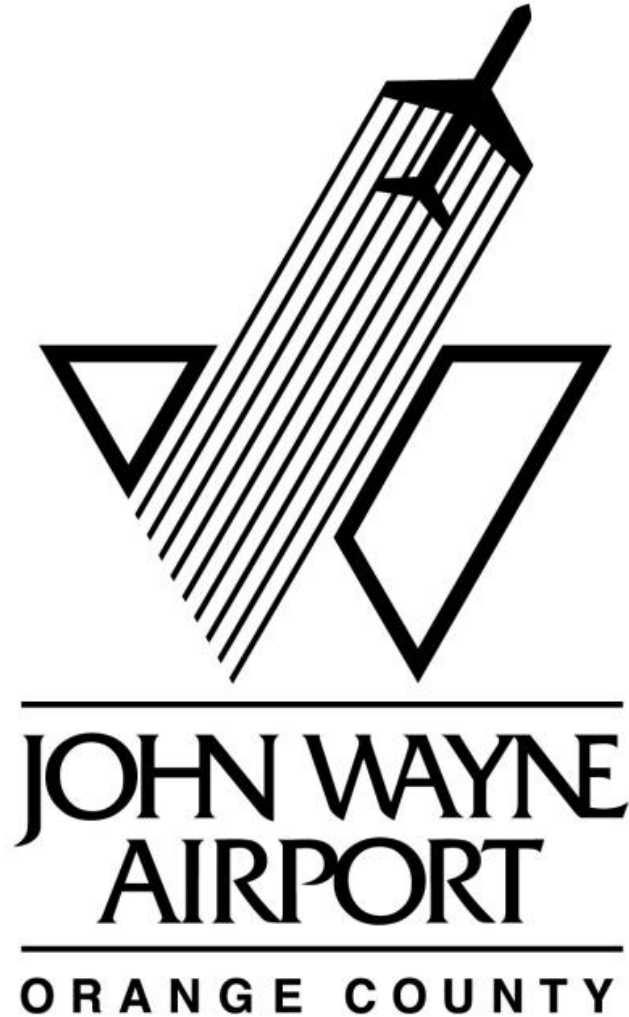
From the southbound 55 Freeway

Take the Baker Street Exit
Turn left on Paularino Avenue
After Paularino crosses Airway Avenue (4-way stop)
Turn left into the parking lot behind the building

From the northbound 55 Freeway

Take the Baker Street Exit
Turn right on Baker and go to Airway Avenue
Turn left on Airway Avenue and right on Paularino
Turn left into the parking lot behind the building

II. RESPONSE PACKAGE REQUIREMENTS



SECTION II: SUBMISSION REQUIREMENTS

Artists/artist teams shall submit the following materials and only these materials in order to be considered by the adjudication panel. Written materials shall be typed neatly on one side of a sheet of paper and the artist's/artist's team name must appear on each sheet. The signed, dated Submittal Package Cover Sheet Checklist shall be the top sheet on your submittal. **Incomplete or ineligible submittal packages will not be reviewed.**

Response packages must include tabbed sections and must be indexed in the order outlined below. List questions and your Response packages and/or attachments as numbered and listed within each section:

Part 1:

*Artist/artist team **is not** evaluated on this part.*

- A. Response Package Check List (Attachment A)
- B. Letter of Introduction (Attachment B)
- C. RFQ Response package Acknowledgement (Attachment C)
- D. Offeror's Response package Questionnaire (Attachment D)
- E. Addenda (if issued), signed (Attachment E, if applicable)

Part 2:

*Artist/artist team **will be** evaluated on this part.*

1. Images of past work
2. Annotated image list
3. Artist's (or team's) current resume
4. Statement of Intent
5. References
6. Support materials (optional)

SUBMITTAL INSTRUCTIONS:

Each Offeror must provide: **One (1) original signed copy, five (5) hard copies and six (6) soft (electronic) copies** of their Response package. The original signature copy is to be clearly marked as "ORIGINAL" on the outside cover and contain **original ink signatures**. All copies should be clearly marked "COPY".

All Response packages shall be submitted on standard 8.5" x 11" paper. All pages must be numbered and identified sequentially by section. Response packages must be tabbed and indexed in accordance with the information requested above. It is imperative that all Offerors responding to this RFQ comply exactly and completely, with the instructions set forth herein. All Response packages to this RFQ shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, and must fully address each requirement and question. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Part 1:

Response Package Documents

(Complete this section and submit as *Part 1* in the first tabbed section of Response package)

RESPONSE PACKAGE REQUIREMENTS

Artists/artist teams shall submit the following materials and only these materials in order to be considered by the adjudication panel. Written materials shall be typed neatly on one side of a sheet of paper and the artist's/artist's team name must appear on each sheet.

A. **SUBMITTAL CHECK LIST (ATTACHMENT A)**

The signed, dated Response Package Cover Sheet Checklist shall be the top sheet on your submittal. **Incomplete or ineligible submittal packages will not be reviewed.**

B. **LETTER OF INTRODUCTION (ATTACHMENT B)**

All Response packages must be accompanied by a letter of introduction with a brief summary of artist's/artist team's background and shall not exceed one typed page.

C. **RFQ RESPONSE PACKAGE ACKNOWLEDGEMENT (ATTACHMENT C)**

Complete and sign the "RFQ Response package Acknowledgement" form and place in this section. An unsigned or improperly signed Response package submission is grounds for rejection of the Response package and disqualification from further participation in this RFQ process (utilize following form for this requirement).

D. **OFFERORS RESPONSE PACKAGE QUESTIONNAIRE (ATTACHMENT D)**

Complete the "Offerors Response package Questionnaire" form and place in this section.

E. **ADDENDA (ATTACHMENT E)**

Any subsequent issued addenda to this RFQ shall be placed in this section.

Part 2

Offeror's Response package

(Complete this form and submit as **Part 2** in the second tabbed section of Response package)

Offeror will be evaluated on the following information provided:

1. **Images of past work:** Ten (10) digital images of representative work completed within the last five (5) years must be submitted. If submitting as a team, each team member must submit images of his or her individual work as well: the total number of images may not exceed 20 including images of previous projects realized jointly. Images shall be digital images in JPEG format only. Digital images shall be titled with the artist's/artist's team name in the title along with the title of the work to correspond to the annotated image list. For example: 001JaneSmith, 002JaneSmith. Submit digital images on a CD-ROM in JPEG format, PC compatible, no larger than 1920 X 1920 pixel resolution. Do not zip or stuff the files. Each image must be unlocked and downloadable.

Digital submissions are required. Texts should be saved as Portable Document Format (PDF) files. Images should be at least 200 dpi resolutions and sized at 600 x 800 pixels. All items shall also be submitted on a CD-ROM disk which will not be returned. Please do not submit PowerPoint slides or presentations, images in Photoshop, TIFF format or images embedded in PDF or Word documents.

2. **Annotated image list:** In numerical order of the image designations, respondents shall list the following details for each image: title, date of completion, medium, dimensions, location, sale price or commission budget and a description of the project, site or design challenge and its solution not to exceed 100 words.
3. **Artist's/artist team's current resume:** If submitting as a team, each team member shall submit a current resume and, if the team has worked together in the past, a list of projects realized jointly. Resumes must include full contact information and shall not exceed two (2) typed pages per artist or artist team member.
4. **Statement of Intent:** This statement should describe the general nature of the project envisioned for JWA (for example, a suspended sculpture, general description of proposed materials, and a theme to be addressed by the artwork) and shall not exceed two (2) typed pages
5. **References:** Please list three (3) to five (5) professional verifiable past completed projects references including complete contact information (name, address, telephone number and email if available). The listed references should have a good knowledge of your work and your capacity to execute public projects and shall not exceed two (2) typed pages.
6. **Support materials (optional):** Artists or artist teams may include one (1) copy each of up to three (3) other pieces of information, for example, critical reviews, articles on your work, exhibition catalogues or published images.

III. ATTACHMENTS



ATTACHMENT A
RESPONSE PACKAGE CHECK LIST

PART 1

- A. Response Package Checklist (Attachment A)
- B. Letter of Introduction (Attachment B)
- C. RFQ Response Package Acknowledgement (Attachment C)
- D. Offeror's Response Package Questionnaire (Attachment D)
- E. Addenda (Attachment E, if applicable)

PART 2

- 1. Images of past work
- 2. Annotated image list
- 3. Artist's/artist team's current resume(s)
- 4. Statement of Intent
- 5. References
- 6. Support materials (optional)

Signature(s): _____

Date: _____

ATTACHMENT B
LETTER OF INTRODUCTION

Prepare a letter of introduction with a brief summary of artist's/artist team's background which shall not exceed one typed page.

ATTACHMENT C

RFQ RESPONSE PACKAGE ACKNOWLEDGEMENT

Name: _____

Address: _____

Zip Code: _____

Telephone No: () _____ Fax No: () _____

E-mail: _____

The undersigned hereby submits a Response package to the County and understands, agrees and warrants that:

1. Offeror has carefully read and fully understands and agrees to all statements in this RFQ.
2. Offeror has the capability and legal capacity to successfully undertake and complete the responsibilities and obligations of this RFQ.
3. This Response package may be withdrawn by written request at any time prior to the time set for opening the Response packages but may not be withdrawn after the time set for such opening. Such written requests must be received by County prior to the time set for the opening of the Response package.
4. Offeror has fully completed Offeror's Questionnaire and attached the completed questionnaire hereto. Offeror's Questionnaire is made a part hereof together with all supplemental material required therein.
5. All information provided by Offeror herein becomes the property of County and may be considered public information and, as such, may be available to the general public.
6. All the information contained in or supplementing said questionnaire is true and correct to the best of Offeror's knowledge.
7. County reserves the right to reject any or all Response packages, to waive information in any Response package received, and to accept that Response package which will, in its opinion, best serve the public interest.

Signature: _____

Printed Name: _____

Date: _____

ATTACHMENT D

OFFEROR'S RESPONSE PACKAGE QUESTIONNAIRE

A. **Child Support Enforcement Requirements**

Offeror shall certify Offeror's willingness and ability to provide the required Orange County Child Support Enforcement Reporting Requirements as indicated in the Proposed Model Contract and listed as Exhibit I.

Signature required

B. **Conflict of Interest**

Disclose any financial, business or other relationship with the County of Orange or other entity that the County of Orange Board of Supervisors governs, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you proposed to provide. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work. If you believe that no conflict of interest exists or would exist, sign below.

Signature required

ATTACHMENT E

ADDENDA (IF APPLICABLE)

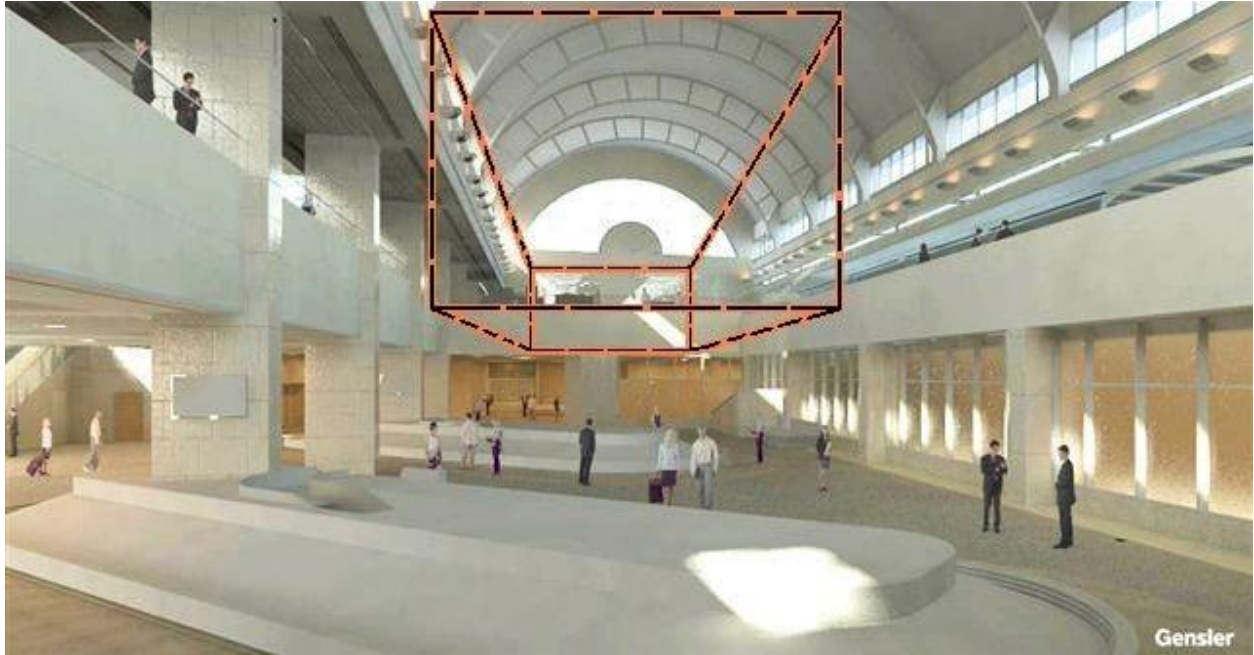
Download an addenda issued during the RFQ process, sign and insert into this section.

IV. EXHIBITS



EXHIBIT I
VISUAL INFORMATION

VIEW OF VAULT FROM BAGGAGE CLAIM AREA



VIEW OF VAULT FROM ABOVE BAGGAGE CLAIM AREA



DEPARTURE AND ARRIVAL FLOOR PLANS

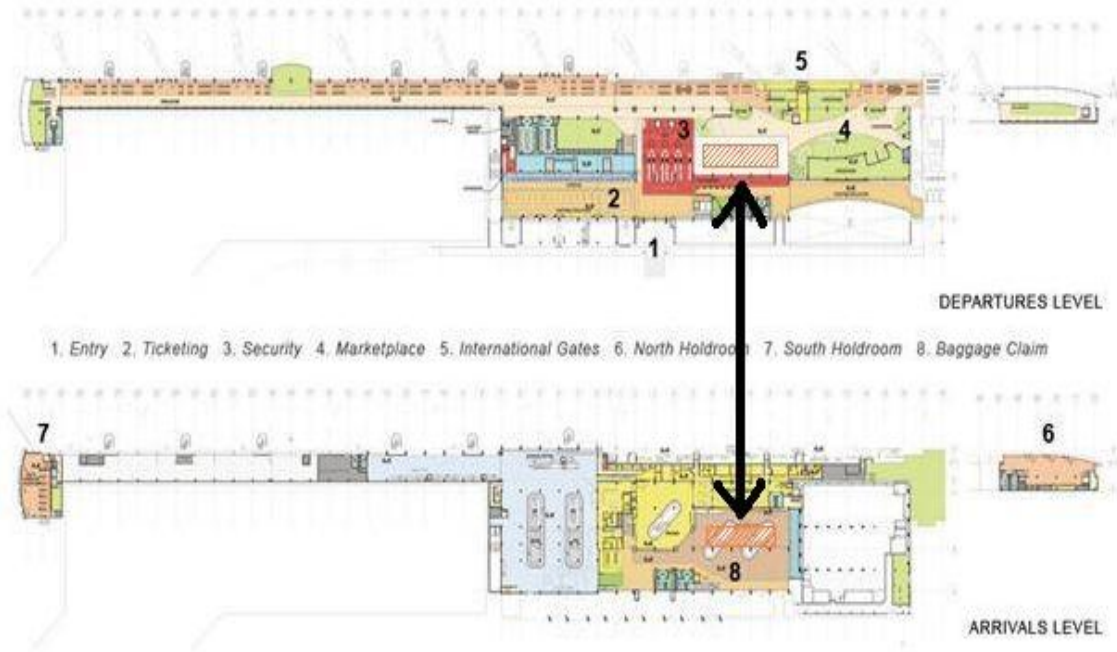


EXHIBIT II
SAMPLE OF PROPOSED MODEL CONTRACT
BETWEEN THE COUNTY OF ORANGE
AND

FOR PUBLIC ARTWORK IN TERMINAL C

This Agreement, hereinafter referred to as "CONTRACT", for Public Art in Terminal C, as further described herein is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, with a place of business at _____ hereinafter referred to as "CONTRACTOR", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES."

RECITALS

WHEREAS, CONTRACTOR responded to a Request for Proposal (RFP) to provide Public Art in Terminal C, as further set forth herein; and

WHEREAS, CONTRACTOR responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, CONTRACTOR agrees to provide services as more specifically described in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, COUNTY agrees to pay CONTRACTOR the fees as further set forth in CONTRACTOR's Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, PARTIES mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire CONTRACT:** This CONTRACT, including all Attachments and Exhibits, which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY's Purchasing Agent or his designee.

- C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted includes California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by COUNTY.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance and within 30 calendar days upon the Auditor-Controller's receipt of an approved invoice submitted in accordance with the terms set forth herein, unless otherwise stated. The invoice must be verified and approved by the COUNTY's Project Coordinator and is subject to routine processing requirements of the COUNTY.

Payments made by the COUNTY shall not preclude the right of COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

- G. **Warranty:** CONTRACTOR expressly warrants that the services covered by this CONTRACT are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold COUNTY and its indemnitees as identified in Article "P", and as more fully described in Article "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copy-righted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third PARTY. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Article "P", it shall indemnify, defend and hold COUNTY and COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or subcontract the performance or any portion thereof of this

CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

- J. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 *et seq.* of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligation(s).
- L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTY claimed to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either PARTY to any other remedies provided by law.
- N. **Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR, employees nor anyone working for CONTRACTOR under this CONTRACT shall be considered an agent or an employee of COUNTY. Neither the CONTRACTOR, employees nor anyone working for the CONTRACTOR under this CONTRACT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Indemnification and Insurance:**

Indemnification Provisions

CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or

nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

- Q. **Bills and Liens:** CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. CONTRACTOR shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, CONTRACTOR shall promptly procure its release and, in accordance with the requirements of Article "P", indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.
- S. **Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. **Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within 36 hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- U. **Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.
- V. **Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Article "P", CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. **Pricing:** CONTRACT price, as more fully set forth in Attachment B – CONTRACTOR's Pricing, shall include full compensation for providing all required goods or services in accordance with required specifications, or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.

- Y. **Waiver of Jury Trial:** Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney’s fees, costs and expenses.
- EE. **Interpretation:** This CONTRACT has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.
- FF. **Authority:** PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or

State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

Additional Terms and Conditions:

1. **Scope of Services:** This CONTRACT, including Attachments, specifies the contractual terms and conditions by which CONTRACTOR shall provide the services, as described in Attachment A - Scope of Work, under a lump sum CONTRACT, as set forth herein.
2. **CONTRACT Term:** This CONTRACT shall be effective upon execution of all necessary signatures, and shall continue until October 31, 2011, unless otherwise terminated by COUNTY.
3. **Amendments – Changes/Extra Work:** CONTRACTOR shall make no changes to this CONTRACT without COUNTY's written consent. In the event that there are new or unforeseen requirements, COUNTY with CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, CONTRACTOR's ability to deliver services, or the project schedule, CONTRACTOR shall give COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by COUNTY and CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a contract amendment. Said amendment shall be issued by COUNTY-assigned buyer, shall require the mutual consent of all PARTIES, and may be subject to approval by COUNTY Board of Supervisors. Nothing herein shall prohibit CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

4. **Breach of CONTRACT:** Failure of CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT, shall constitute a material breach of this CONTRACT. In such event COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:
 - a. Terminate CONTRACT immediately without penalty, pursuant to Article K - Termination herein;
 - b. Afford CONTRACTOR written notice of the breach and 10 calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
 - c. Discontinue payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach; and
 - d. Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to the above.
5. **Child Support Enforcement Requirements:** CONTRACTOR is required to comply with the child support enforcement requirements of COUNTY. Failure of CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within 60 calendar days of notice from COUNTY shall constitute grounds for termination of the CONTRACT.
6. **Civil Rights:** CONTRACTOR attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and

regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. **Conditions Affecting Work:** CONTRACTOR shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this CONTRACT and to know the general conditions which can affect the work or the cost thereof. Any failure by CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by COUNTY are expressly stated in the CONTRACT.
8. **Conflict of Interest – CONTRACTOR’s Personnel:** CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR; CONTRACTOR’s employees, agents, and relatives; sub-tier CONTRACTORS; and third Parties associated with accomplishing work and services hereunder. CONTRACTOR’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.
9. **Conflict of Interest – COUNTY Personnel:** COUNTY’s Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. CONTRACTOR shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
10. **Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of CONTRACTOR or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from CONTRACTOR.

11. **Contingency of Funds:** CONTRACTOR acknowledges that funding or portions of funding for this CONTRACT may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the State of California to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY’s Board of Supervisors for each fiscal year covered by this CONTRACT. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.
12. **CONTRACT Disputes:** PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by CONTRACTOR’s Project Manager and COUNTY’s Project Coordinator, such matter shall be brought to the attention of the COUNTY’s Purchasing Agent by way of the following process:
 - a. CONTRACTOR shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless COUNTY, on its own initiative, has already rendered such a final decision.

- b. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the CONTRACT adjustment for which CONTRACTOR believes the COUNTY is liable.
- c. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, CONTRACTOR agrees to diligently proceed with the performance of this CONTRACT, including the delivery of goods and/or provision of services. CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by COUNTY's Purchasing Agent or his designee. If COUNTY fails to render a decision within 90 days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions. COUNTY's final decision shall be conclusive and binding regarding the dispute unless CONTRACTOR commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of COUNTY's final decision or one year following the accrual of the cause of action, whichever is later.
13. **CONTRACTOR's Expense:** CONTRACTOR will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on COUNTY sites during performance of work and services under this CONTRACT. COUNTY will not provide free parking for any service on COUNTY property.
14. **CONTRACTOR's Responsibility:** CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this CONTRACT.
- CONTRACTOR shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting there from.
15. **Deliverables Schedule:** CONTRACTOR shall submit to COUNTY a deliverable schedule within seven (7) calendar days of award of CONTRACT. COUNTY shall review and approve or request modification(s) within seven (7) calendar days. Any revised schedule shall be provided within three (3) calendar days.
16. **Existing Site Conditions:** Information respecting this site of work given in Scope of Work, drawings, and/or specifications has been obtained by COUNTY's representatives and its believed to be reasonably correct, but COUNTY does not warrant either the completeness or accuracy of such information, and it is the responsibility of CONTRACTOR to verify all such information.
17. **Firm Price Quotes:** Prices quoted herein shall be firm for the period of CONTRACT.
18. **Headings Not Controlling:** Headings used in the CONTRACT are for reference purposes only and shall not be considered in construing this CONTRACT.
19. **Interpretation of CONTRACT:** In the event of a conflict or question involving the provisions of any part of this CONTRACT, interpretation and clarification as necessary shall be determined by COUNTY's assigned buyer. If disagreement exists between CONTRACTOR and COUNTY's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by COUNTY's Purchasing Agent or his designee.

20. **Meet and Confer.** COUNTY and CONTRACTOR hereby agree to meet and confer in good faith in order to resolve any difference affecting the work that may arise during the course of this CONTRACT.
21. **News/Information Release:** CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from COUNTY through COUNTY's Project Coordinator.
22. **Ownership of Documents:** COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of COUNTY, may be used by COUNTY as it may require without additional cost to COUNTY, and shall be turned over to COUNTY upon demand. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by CONTRACTOR for any other purpose without the express written consent of COUNTY.
23. **Precedence:** CONTRACT documents consist of this CONTRACT and attachments. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the Attachments.
24. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by COUNTY unless otherwise agreed to by both PARTIES.
25. **Stop Work:** COUNTY may, at any time, by written stop work order to CONTRACTOR, require CONTRACTOR to stop all or any part of the work called for by this CONTRACT for a period of 90 working days after the stop work order is delivered to CONTRACTOR and for any further period to which PARTIES may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop order, CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to CONTRACTOR or within any extension of that period to which PARTIES shall have agreed, COUNTY shall either:
 - a. Cancel the stop work order; or
 - b. Terminate CONTRACT immediately in whole or in part in writing as soon as feasible. COUNTY is not required to provide 30 days notice of the termination of the CONTRACT to CONTRACTOR if a stop work has been issued.
26. **Subcontracting:** No performance of this CONTRACT or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or subcontract any performance of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

In the event that CONTRACTOR is authorized by COUNTY to subcontract, this CONTRACT shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this CONTRACT. In the manner in which COUNTY expects to receive services,

COUNTY shall look to CONTRACTOR for performance and not deal directly with any subcontractors. All matters related to this CONTRACT shall be handled by CONTRACTOR with COUNTY; COUNTY will have no direct contact with the subcontractors in matters related to the performance of this CONTRACT. All work must meet the approval of COUNTY.

27. **Termination for Default:** If CONTRACTOR is in default of any of its obligations under this CONTRACT and has not commenced cure within ten (10) days after receipt of a written notice of default from COUNTY and cured such default within the time specified in the notice, COUNTY shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this CONTRACT by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this CONTRACT, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this CONTRACT. Upon termination of CONTRACT with CONTRACTOR, COUNTY may begin negotiations with a third-party CONTRACTOR to provide goods and/or services as specified in this CONTRACT.
- The right of either PARTY to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.
28. **Termination – Orderly:** After receipt of a termination notice from COUNTY, CONTRACTOR shall submit to COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by COUNTY upon written request of CONTRACTOR. Upon termination COUNTY agrees to pay CONTRACTOR for all services performed prior to termination which meet the requirements of CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.
29. **Title to Data:** All materials, documents, data or information obtained from COUNTY data files or any COUNTY medium furnished to CONTRACTOR in the performance of this CONTRACT will at all times remain the property of COUNTY. Such data or information may not be used or copied for direct or indirect use by CONTRACTOR after completion or termination of this CONTRACT without the express written consent of COUNTY. All materials, documents, data or information, including copies, must be returned to COUNTY at the end of this CONTRACT.
30. **Validity:** The invalidity in whole or in part of any provision of this CONTRACT shall not void or affect the validity of any other provision of the CONTRACT.
31. **Waivers – CONTRACT:** Failure of COUNTY in any one or more instances to insist upon strict performance of any of the terms of this CONTRACT or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
32. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the COUNTY's Project Coordinator and CONTRACTOR's Project Manager routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if

delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate PARTY at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

COUNTY: JWA/Public Affairs
Attn: *TBD*
3160 Airway Avenue
Costa Mesa, CA 92626

cc: JWA/Purchasing
Attn: *TBD*
3160 Airway Avenue
Costa Mesa, CA 92626

CONTRACTOR: *TBD*

SAMPLE

IN WITNESS WHEREOF, PARTIES hereto have executed this CONTRACT on the dates shown below their respective signatures below.

TBD*

DO NOT SIGN AT THIS TIME

Signature	Print Name	Title	Date
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DO NOT SIGN AT THIS TIME

Signature	Print Name	Title	Date
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* If CONTRACTOR is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) President; 3) any Vice President.
- The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.
- In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY AUTHORIZED SIGNATURE:

Signature	Print Name	Title	Date
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**ATTACHMENT A
SCOPE OF WORK**

SCOPE OF WORK

The goal of this project budget is to purchase an original site-specific ceiling-suspended artwork for location in the atrium above the baggage claim area in Terminal C of the Thomas F. Riley Terminal of JWA. The selected artwork shall be durable, non-flammable, easily cleaned, low-maintenance and suitable in form, material and content for a mixed-ages audience that will include young children. The artist or artist team ultimately selected for work through this RFQ process shall be compensated for design/fabrication services to provide a finished artwork. Depending upon the nature of the design, the artist or artist team may be requested to be involved in the installation of the selected artwork. Architectural and engineering review shall be provided by JWA. Installation shall be provided by JWA.

All artwork placed in JWA Terminal C will be considered temporary and subject to removal or relocated at the sole discretion of JWA.

Artwork must be completed by October 14, 2011 to facilitate installation prior to the scheduled opening of Terminal C in November 2011.

**ATTACHMENT B
RESPONSE PACKAGE COST SUMMARY**

I. COMPENSATION

This is a lump sum CONTRACT between COUNTY and CONTRACTOR for services defined in Attachment A - Scope of Work.

CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor, insurance and bonds, vehicles, equipment, tools, materials, overhead, travel, etc. required for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by CONTRACTOR of all its duties and obligations hereunder.

CONTRACTOR shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work under an authorized Task Order. COUNTY shall have no obligation to pay any sum in excess of total CONTRACT not-to-exceed amount specified herein or the not-to-exceed amount specified in the respective Task Order, unless authorized by amendment in accordance with Articles "C" – Amendments and "R" – Changes.

II. FEES AND CHARGES

Total CONTRACT Fixed Price: \$ TBD

The fixed price shall include the fee and all expenses (including travel) related to the performance of the work and services required to meet the requirements in the Scope of Work, set forth more fully in Attachment A. CONTRACTOR will be responsible for all costs relating to performing the CONTRACT, including but not limited to travel/food/lodging expenses, database input, document preparation, photography, photocopying, printing, shipping, telephone communications and parking while on COUNTY sites during performance of the CONTRACT

Progress Payments: Progress payments may be allowed after the completion of major tasks/milestones and COUNTY's acceptance of same as accurate and complete.

Progress Payment 1: To be proposed during RFP process

Progress Payment 2: To be proposed during RFP process

Final Payment: To be proposed during RFP process

III. INVOICING

a. **Status Report:** A Scope of Work status report shall be submitted at the same time as submission of each progress payment invoice. This status report shall include a written narrative of work performed during the invoicing period and shall be reviewed interdepartmentally and not included with payment authorization to Auditor-Controller.

b. **Payment:** COUNTY shall be responsible for remitting payment within 30 calendar days of the date of receipt an invoice in a format acceptable to COUNTY and verified and approved by COUNTY.

c. **Services:** Billing shall cover services and/or goods not previously invoiced. CONTRACTOR shall reimburse COUNTY for any monies paid to CONTRACTOR for services not provided or when goods or services do not meet CONTRACT requirements.

d. **Invoicing:** Invoices are to be submitted in arrears, after services have been provided, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to COUNTY and verified and approved by COUNTY Project Manager and subject

to routine processing requirements. COUNTY's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to COUNTY Auditor-Controller for processing of payment. Responsibility for providing an acceptable invoice to COUNTY for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction.

Billing shall cover services and/or goods not previously invoiced. CONTRACTOR shall reimburse COUNTY for any monies paid to CONTRACTOR for services not provided or when goods or services do not meet CONTRACT requirements.

Payments made by COUNTY shall not preclude the right of COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.

CONSULTANT will provide an invoice on CONSULTANT's letterhead for services rendered. Each invoice will have a number and will include the following information:

- a. CONSULTANT's name and address
- b. CONSULTANT's remittance address (if different from a above)
- c. Name of COUNTY agency department
- d. COUNTY CONTRACT number
- e. Service date(s)
- f. Service description (as specified above)
- g. CONSULTANT's Federal I. D. number
- h. Total

Invoices and support documentation are to be forwarded to:

John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

EXHIBIT III

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

A. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

B. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)

"I certify _____ Company Name _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the CONTRACT with the COUNTY of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

Authorized Signature

Name

Title

Date

SAMPLE